

ORDINANCE NO. 85 0411-S

AMENDED BY ORDINANCE
NO. 85 0502-T

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING AND CHANGING THE ZONING MAP ACCOMPANYING CHAPTER 13-2A OF THE AUSTIN CITY CODE OF 1981 AS FOLLOWS:

LOT 1, BRAKER LANE CENTER, SECTION THREE, LOCALLY KNOWN AS PLAZA DRIVE AND I.H. 35 NORTH, FROM INTERIM "SF-2" SINGLE FAMILY RESIDENCE (STANDARD LOT) TO "MF-2" MULTI-FAMILY RESIDENCE (LOW DENSITY); SAID PROPERTY BEING LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS; SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. CHAPTER 13-2A of the Austin City Code of 1981 is hereby amended to change the base zoning district to "MF-2" Multi-Family Residence (Low Density) on the property described in File C14r-84-398, to-wit:

Lot 1, Braker Lane Center, Section Three, a subdivision in the City of Austin, Travis County, Texas, said property being the same property as conveyed by Deed of record in Volume 7899, Page 782 of the Deed Records of Travis County, Texas,

locally known as Plaza Drive and I.H. 35 North in the City of Austin, Travis County, Texas.

PART 2. It is hereby ordered that the Zoning Map accompanying Chapter 13-2A of the Austin City Code of 1981 and made a part thereof shall be changed so as to record the change ordered in this ordinance.

PART 3. This application for rezoning was filed prior to the effective date of Chapter 13-2A of the Austin City Code of 1981, at which time the property was zoned Interim "AA" Residence, First Height and Area District, and the applicant sought rezoning to "A" Residence, First Height and Area District. Notwithstanding the rezoning herein to "MF-2" Multi-Family Residence (Low Density), the property owner shall be permitted to obtain a building permit subject to the provisions of Chapter 13-2 and as permitted under a zoning classification thereunder of "A" Residence, First Height and Area District, in accordance with the provisions of Section 1051 of Chapter 13-2A of the Austin City Code of 1981.

PART 4. That the development of the property herein described shall be accomplished in accordance with the site plan attached hereto as Exhibit "A", or as such site plan is subsequently adjusted or modified as provided by subsection 13-2A-6196 of the Austin City Code of 1981. Except to the extent that such site plan is inconsistent therewith, the development and use of the property described herein shall be in accordance with applicable ordinances of the City of Austin.

PART 5. WHEREAS, an emergency is apparent for the immediate preservation of order, health, safety and general welfare of the public, which emergency requires the suspension of the rule providing for the reading of an ordinance on three separate days, and requires that this ordinance become effective immediately upon its passage; therefore, the rule requiring the reading on three separate days is hereby suspended and this ordinance shall become effective immediately upon its passage as provided by the Charter of the City of Austin.

PASSED AND APPROVED

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APRIL 11, 1985



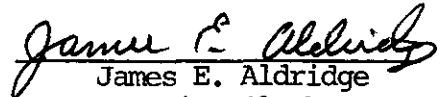
Ron Mullen
Mayor

APPROVED:



Paul C. Isham
City Attorney

ATTEST:



James E. Aldridge
City Clerk

WMC:saf

DESCRIPTION

DESCRIPTION BASED ON A COMPILATION OF RECORD INFORMATION OF A 1470 ACRE TRACT OF LAND LOCATED IN THE THOMAS G. STEWART SURVEY NO. 6, THE JOHN VAN WINKLE SURVEY NO. 70, THE JOHN W. MAXEY SURVEY NO. 2, THE PETER CONRAD SURVEY NO. 71, THE E. BEE BEE SURVEY NO. 5, AND THE H. BLESSING SURVEY NO. 3 IN TRAVIS COUNTY, TEXAS, AND BEING ALL OR PARTS OF THE FOLLOWING TRACTS:

<u>Acre Tract</u>	<u>Conveyed To</u>	<u>By Deed Recorded In</u>
10.001	John S. Lloyd	Volume 8499, Page 426;
337.85	John S. Lloyd	Volume 8580, Page 579;
11.695	John S. Lloyd	Volume 8348, Page 64;
11.138	John S. Lloyd	Volume 8348, Page 529;
210.049	John S. Lloyd	Volume 8347, Page 76;
5.00	John S. Lloyd	Volume 8348, Page 64;
10.001	John S. Lloyd	Volume 8499, Page 428;
135.48	C. R. Luedtke	Volume 763, Page 509;
184	C. R. Luedtke	Volume 436, Page 155;
109.61	John L. Luedtke	Volume 5366, Page 272;
58.4	John L. Luedtke	Volume 5674, Page 196;
98.03	Dorothy Plattow	Volume 7505, Page 366;
102	Charles Glen Murchinson	Volume 3779, Page 2326;
92.98	John S. Lloyd	Volume 8234, Page 671;
153.34	First Capital Developers, Inc.	Volume 8545, Page 853
5.00	Robert T. Nicholas	Volume 6815, Page 1057
108.79	First Capital Developers, Inc.	Volume 8546, Page 302
90.16	First Capital Developers, Inc.	Volume 8545, Page 857
27.72	Herman A. Meister	Volume 1209, Page 371
13.0	Calvin Wilke	Volume 1261, Page 217,

ALL IN DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Exhibit "A"

EXHIBIT "1" TO ORDINANCE

BEGINNING in the Northwestern Right-of-Way line of Wilke Lane and West of the M.K.T. Railroad Right-of-Way at the Southeast corner of a 109.61 acre tract conveyed to John L. Luedtke by deed recorded in Volume 5366, Page 272 of said Deed Records;

THENCE N60°00'33"W, 208.87 feet;

THENCE along the Southerly line of said 109.61 acre tract the following three (3) courses:

- 1) N60°02'40"W, 1529.03 feet;
- 2) S45°09'49"W, 209.74 feet;
- 3) N59°52'39"W, 979.32 feet;

THENCE along the Southerly line of said Luedtke 58.4 acre tract, N59°58'06"W, 897.33 feet;

THENCE along the Easterly line of said John S. Lloyd 92.98 acre tract the following three (3) courses:

- 1) S29°34'27"W, 496.0 feet;
- 2) S29°34'27"W, 593.01 feet;
- 3) S29°40'27"W, 547.31 feet;

THENCE along the Southerly line of said 92.98 acre tract and the Northerly Right-of-Way line of Pflugerville Loop the following two (2) courses:

- 1) N60°26'33"W, 1638.80 feet;
- 2) N66°53'33"W, 77.27 feet;

THENCE along the Westerly line of said 92.98 acre tract the following two (2) courses:

- 1) N29°57'27"E, 1588.46 feet;
- 2) N13°34'27"E, 415.06 feet;

THENCE continuing along said line and the Easterly Right-of-Way line of Schultz Lane, N29°59'27"E, 355.72 feet;

THENCE along said Right-of-Way and the Westerly line of said C. R. Luedtke 135.48 acre tract the following three (3) courses:

- 1) N29°54'16"E, 246.97 feet;
- 2) N30°13'38"E, 828.28 feet;
- 3) N29°32'35"E, 1427.32 feet;

THENCE crossing said 135.48 acre tract and along the Travis County line N77°19'32"E, 1834.76 feet;

THENCE S60°31'43"E, 2.1 feet;

Exhibit "A"

THENCE along the Northeasterly line of said Luedtke 135.48 acre and 184 acre tract, and the Westerly Right-of-Way line of the M.K.T. Railroad, said line being the Bearing Basis of this description, S21°22'59"E, 1994.18 feet;

THENCE continuing along said Right-of-Way and along the Northeasterly line of said John L. Luedtke 58.4 acre tract S21°22'59"E, 333.79 feet;

THENCE crossing said M.K.T. Railroad whose Right-of-Way is 100 feet along the Northerly line of a 2.75 acre tract N57°24'53"E, 141.35 feet, save and except said 2.75 acre tract contained in said Right-of-Way;

THENCE N85°11'31"E, 96.26 feet;

THENCE along the North line of said Herman A. Meister 27.22 acre tract, N85°11'31"E, 1339.91 feet;

THENCE along the East line of said Meister tract, S17°04'29"E, 888.15 feet;

THENCE along the South line of said Meister tract the following two (2) courses:

- 1) S82°11'31"W, 423.97 feet;
- 2) S82°11'31"W, 898.70 feet;

THENCE S82°11'31"W, 53.87 feet;

THENCE along the South line of said 2.75 acre tract and crossing said M.K.T. Right-of-Way S62°04'48"W, 111.07 feet;

THENCE along the Westerly line of said M.K.T. Right-of-Way and the Easterly line of said Luedtke 109.61 acre and 58.4 acre tracts, S21°22'59"E, 2029.87 feet;

THENCE crossing Wilke Lane S24°06'42"E, 71.03 feet;

THENCE crossing said M.K.T. Right-of-Way, N37°52'28"E, 116.66 feet;

THENCE crossing Wilke Lane N07°23'36"W, 111.93 feet;

THENCE along the Southwesterly line of said Calvin Wilke 13.0 acre tract and the Northeasterly Right-of-Way line of said M.K.T. Railroad, N21°20'46"W, 1102.86 feet;

THENCE along the North line of said 13.0 acre Wilke Tract, N89°19'14"E, 1003.81 feet;

THENCE crossing Wilke Lane S60°24'03"E, 57.75 feet;

THENCE along the Northwesterly line of said John S. Lloyd 337.85 acre tract and the Southeasterly Right-of-Way line of Wilke Lane, N29°35'57"E, 193.77 feet;

Exhibit "A"

THENCE continuing along said Right-of-Way and the Northwestern line of the tracts the following seven (7) courses:

- 1) N29°09'52"E, 599.11 feet along said John S. Lloyd 11.138 acre tract;
- 2) N29°09'52"E, 556.77 feet along said John S. Lloyd 210.049 acre tract;
- 3) N29°06'17"E, 400.55 feet along said John S. Lloyd 210.049 acre tract;
- 4) N29°06'17"E, 400.00 feet along said John S. Lloyd 5.00 acre tract;
- 5) N29°06'16"E, 384.91 feet along said John S. Lloyd 10.001 acre tract;
- 6) N29°00'52"E, 16.46 feet along said Dorothy Plattow 98.03 acre tract;
- 7) N30°30'43"E, 762.65 feet along said Dorothy Plattow 98.03 acre tract;

THENCE crossing Wilke Lane N22°05'26"E, 215.98 feet;

THENCE along the Northwestern line of said Murchinson 102 acre tract N29°07'35"E, 575.04 feet;

THENCE crossing said Murchinson 102 acre tract S60°20'25"E, 1587.50 feet;

THENCE S14°19'40"E, 226.42 feet;

THENCE along the Southeasterly line of said Murchinson 102 acre tract S30°40'22"W, 398.90 feet;

THENCE crossing Wilke Lane S29°36'43"W, 60.19 feet;

THENCE along the Northeasterly line of said Dorothy Plattow 98.03 acre tract and the Southwesterly Right-of-Way line of Wilke Lane the following two (2) courses:

- 1) S60°23'17"E, 344.65 feet;
- 2) S60°08'25"E, 1630.42 feet;

THENCE crossing said Plattow tract S29°54'43"W, 239.80 feet;

THENCE S12°53'30"W, 751.95 feet;

THENCE along the Northeasterly line of said Lloyd 210.049 acre tract the following two (2) courses:

- 1) S59°37'48"E, 210.31 feet;
- 2) S59°22'38"E, 403.29 feet;

THENCE along the Southeasterly line of said Lloyds 210.049 acre tract the following five (5) courses:

- 1) S28°55'17"W, 487.18 feet;
- 2) S29°05'37"W, 727.93 feet;
- 3) S29°13'42"W, 303.78 feet;
- 4) S29°11'22"W, 698.18 feet;
- 5) S30°40'02"W, 115.60 feet;

THENCE along the Southeasterly line of said First Capital Developers, Inc., 153.34 acre tract, S29°36'51"W, 755.28 feet;

THENCE along the Northeasterly line of said First Capital Developers, Inc., 108.79 acre tract, S59°36'49"E, 690.43 feet;

THENCE along the Southeasterly line of said 108.79 acre tract S29°55'41"W, 1000.67 feet;

THENCE crossing said First Capital Developers, Inc., 90.16 acre tract, S08°55'40"E, 1031.84 feet;

THENCE N75°00'00"E, 500.0 feet;

THENCE S60°04'19"E, 775.0 feet;

THENCE along the Southeasterly line of said 90.16 acre tract S29°55'41"W, 800.00 feet;

THENCE along the Southerly line of said 90.16 acre tract the following two (2) courses:

- 1) N69°40'49"W, 710.78 feet;
- 2) S78°31'01"W, 247.29 feet;

THENCE along a Southerly line of said 108.79 acre tract S78°31'01"W, 952.52 feet;

THENCE along a Southeasterly line of said 108.79 acre tract S20°03'41"W, 1531.84 feet;

THENCE along a Southwest line of said 108.79 acre tract and the Northeasterly line of Pfenning Lane, N60°16'19"W, 783.31 feet;

THENCE along the Southerly line of said Nicholas 5.00 acre tract, N60°16'19"W, 207.00 feet;

THENCE along the Southerly line of said First Capital Developers, Inc. 153.34 acre tract and the Northerly Right-of-Way line of Pfenning Lane N60°16'19"W, 743.33 feet;

THENCE along the Easterly Right-of-Way of the M.K.T. Railroad the following seven (7) courses:

- 1) N02°20'41"E, 80.00 feet;
- 2) N00°24'19"W, 138.90 feet;
- 3) N03°14'19"W, 138.90 feet;
- 4) N05°54'19"W, 138.90 feet;
- 5) N08°34'19"W, 138.90 feet;
- 6) N11°14'19"W, 138.90 feet;
- 7) N13°54'19"W, 138.89 feet;

THENCE crossing said railroad Right-of-Way N71°59'16"W, 120.66 feet;

Exhibit A

THENCE along the Southwesterly line of said Lloyd 337.85 tract and the Northerly Right-of-Way line of Pflugerville Loop the following five (5) courses:

- 1) N60°06'51"W, 2562.59 feet;
- 2) N56°12'46"W, 106.90 feet;
- 3) N50°43'52"W, 106.97 feet;
- 4) N45°16'56"W, 108.06 feet;
- 5) N40°01'50"W, 384.99 feet;

THENCE along the Northwesterly line of said 337.85 acre tract and the Southeasterly Right-of-Way line of Wilke Lane the following three (3) courses:

- 1) N29°06'37"E, 955.21 feet;
- 2) N29°07'23"E, 1001.80 feet;
- 3) N29°07'23"E, 121.95 feet;

THENCE crossing Wilke Lane N60°52'37"W, 59.59 feet to the POINT OF BEGINNING;

And containing 1470 acres of land, more or less.

AGREEMENT CONCERNING CREATION AND OPERATION
OF
NORTH TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 5

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THIS AGREEMENT is made and entered into by and among the City of Austin, Texas (hereinafter referred to as the "City"), a municipal corporation situated in Travis County, Texas, acting herein by and through its undersigned duly authorized City Manager, as authorized by specific action of its City Council; North Travis County Municipal Utility District No. 5 (hereinafter the "District"), a municipal utility district created on the ____ day of _____, 198__, by order of the Texas Water Commission and operating pursuant to Chapter 54 of the Texas Water Code; and John Lloyd Development Company, a Texas corporation, (hereinafter "Lloyd"), the holder of legal title to all of the land comprising the District, which consists of approximately 1,470.0 acres situated wholly in Travis County, Texas, and lying partially within the extraterritorial jurisdiction of the City, which land is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

For and in consideration of the premises and the mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto hereby contract and agree as follows, to wit:

ARTICLE I
COMPLIANCE WITH CITY WATER DISTRICT ORDINANCE

A. Except as otherwise expressly provided herein, the consent to the creation of the District hereby granted by the City is subject to, and the creation and operation of the District shall be in accordance with, the Water District Ordinance adopted by the City Council of the City of Austin on August 19, 1981, by Ordinance Number 810819-E, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein by reference ("Water District Ordinance"). The terms and conditions of the Water District Ordinance are made a part of this Agreement for all purposes to the extent permitted by law.

B. Anything herein and in the Water District Ordinance to the contrary notwithstanding, the City has granted the District an exception to the Water District Ordinance, granting the District the authority to issue bonds for 100% of the cost of the water well system; water treatment facilities; and wastewater treatment facilities, including irrigation land. The District agrees that it shall issue no bonds for any portion of the cost of any internal water and wastewater lines other than major transmission and collection mains. Lloyd agrees to pay 100% of the cost of all internal drainage, water and wastewater lines other than major transmission mains, which major mains are of a type which are included in the definition of major transmission mains included in Texas Administrative Code Section 311.46.1(E) which serve or are programmed to serve over 1000 acres. It is further agreed that the special rate/surcharge set forth below in Article III, E, shall be calculated to recover the cost of those facilities which cannot be used in a regional water and/or sewer system. Such facilities are the Edwards and Trinity Wells and related pumping equipment, water treatment facility for treatment of ground water, any interim on-site waste treatment facility and any facilities for disposal of on-site treated wastewater.

C. Anything herein and in the Water District Ordinance to the contrary notwithstanding, bondable financial consultant fees shall be no greater than two percent (2%) of the principal amount of each issue of District bonds and bondable bond counsel fees shall be no greater than three percent (3%) of the principal amount of each issue of District bonds.

NTRAV1/1-1 (04-24-85)

EXHIBIT "2" TO ORDINANCE

ARTICLE II
ISSUANCE OF BONDS BY THE DISTRICT

A. The District agrees that it shall only issue bonds and notes, including bond anticipation notes, for the purposes and in the manner provided by the Water District Ordinance and the rules and requirements of the Texas Water Commission. All bonds and notes of the District (the "District bonds") and the terms and provisions thereof shall be approved by the City Council of the City prior to the issuance thereof; provided, however, that any authorization which may be granted hereunder by the City of a principal amount of District bonds (plus interest) proposed to be issued by the District shall be deemed to include the approval of bond anticipation notes in a principal amount not to exceed the amount of principal and interest of the District bonds so authorized. It is specifically agreed that the District bonds, when issued, shall be secured by a pledge of the District's taxes and revenues.

B. The parties hereto acknowledge and agree that this Agreement and the Water District Ordinance, as such ordinance now exists and may hereafter be amended from time to time, have the effect of restricting the general statutory purposes for which the District may issue bonds and notes. The parties further recognize and agree that neither this Agreement nor the Water District Ordinance otherwise restrict or limit the powers and authority of the District to acquire, own, operate and maintain water or wastewater systems, drainage facilities, recreational facilities, or any other systems, facilities, assets or properties of or serving the District. The District may use funds and assets from any other available, lawful source to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets shall include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of the District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and donations from public or private sources; and revenues from any other source lawfully available to the District. The District bonds and notes may be issued by the District for any purpose not specifically prohibited by this Agreement or the Water District Ordinance.

C. The District shall submit to the City Clerk of the City thirty (30) days prior to publication of public notices regarding the propositions for District voters' approval for issuance of district bonds, said propositions. The appropriate City staff shall review said propositions with reference to the consent agreement, engineering report and utility construction contract of this District. Furthermore, when the District applies to the Texas Department of Water Resources for permission to issue district bonds, the District shall, at the same time, file with the City Clerk of the City a copy of the engineering report and any other documents indicating the bonding authority being sought. Appropriate City staff shall review such documents for compliance with the consent agreement, the engineering report and other related documents on file with the City.

ARTICLE III
DISTRICT FACILITIES

A. It is understood and acknowledged that the District intends to provide water services to the property within the District by the use of water wells and transmission mains and to provide wastewater service by construction of an on-site collection, treatment and discharge disposal system. Subject to the consent of the District, Lloyd may serve as the project manager for the construction of all water, wastewater and drainage facilities to be constructed or acquired by the District. Lloyd or the District shall cause to be designed and constructed water wells and treatment facilities, transmission mains, water storage reservoir, pumping improvements and internal distribution system. Lloyd or the District shall also cause to